

***APPENDIX A-1***

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**Waterlefe Transportation Easement Disclosure**

SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED, LEASEHOLD OR OTHER INTEREST. NO OWNER, THE DECLARANT, PARTICIPATING BUILDER, OCCUPANT OR ANY OTHER PERSON BOUND BY THIS DECLARATION WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

21.12 Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Declaration, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

21.13 Ten Year Projection. Maintenance Program. The Ten Year Projection, and the Maintenance Program attached to this Declaration as Exhibits "G", "M", "N", "N-1", and "O" respectively, are required by the County to be attached to this Declaration. Such documents are attached solely for the purpose of meeting County requirements and do not constitute a representation, warranty or statement to any Owner or other party as to any matter. They do not create any rights on behalf of any other party. Additionally, no party other than Manatee County may or shall rely upon such documents in any manner. The Ten Year Projection is merely an estimate of the items set forth therein and is not intended to be relied upon as to being the monetary amounts actually expended or needed to be expended with respect to the items set forth therein.

21.14 Notice of Certain Conditions. (A) THE UPPER MANATEE RIVER/FORT HAMER ROAD IS PLANNED TO BRIDGE OVER THE MANATEE RIVER ALONG THE EASTERN BOUNDARY OF THE PROPERTIES AND NEARBY KAY ROAD IS PLANNED AS A MAJOR THOROUGHFARE ROAD ALONG THE SOUTHERN BOUNDARY OF THE PROPERTIES; AND (B) AGRICULTURAL USES EXIST AND MAY CONTINUE TO EXIST ALONG PORTIONS OF THE SOUTHERN AND WESTERN BOUNDARIES OF THE PROPERTIES AND OTHER AREAS NEAR THE PROPERTIES. SUCH AGRICULTURAL USES MAY INCLUDE THE USE OF PESTICIDES AND HERBICIDES AND THE GENERATION OF NOXIOUS ODORS, PESTS, NOISES AND ACTIVITIES ASSOCIATED WITH AGRICULTURAL USES. EACH OWNER BY ACCEPTANCE OF A DEED, LEASEHOLD, OR OTHER INTERESTS RELEASES DECLARANT AND ITS AFFILIATES FROM ANY CLAIMS RELATED TO SUCH CONDITIONS OR MATTERS.

21.15 COVENANTS RUNNING WITH THE LAND. IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE

FEB 01 2000

any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Master Association.

21.24 Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of seventy-five (75 %) percent of the Owners. This Section shall not, however, apply to:

- 21.24.1 actions brought by Association to enforce the provisions of the this Declaration, the Articles, the Bylaws and the Rules and Regulations of the Master Association, (including, without limitation, the foreclosure of liens or enforcement of Architectural Review Requirements);
- 21.24.2 the imposition and collection of Assessments or Club dues as provided in this Declaration;
- 21.24.3 proceedings involving challenges to ad valorem taxation;
- 21.24.4 counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of the Declarant is obtained, which may be granted or denied in its sole discretion. The provisions of this Section 21.24 shall survive the termination of this Declaration and the termination of any interest of the Declarant in Waterlefe.

21.25 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

21.26 Rule Against Perpetuities. If any of the provisions of this Declaration shall be unenforceable, unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall, irrespective of any other Section of this Declaration, terminate eighty-nine (89) years after the date of this instrument unless by the terms of this instrument such provision would sooner terminate. This provision shall be interpreted to comply with Section 689.225, Florida Statutes 1989, so as not to violate the Florida Uniform Statutory Rule Against Perpetuities.

FEB 01 2000

ACCEPTED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Warranty Deed From Corporation

Return to:

Name:

Address:

This instrument prepared by:

Jim Staples, Mgr., Land Acquisition

Transportation Department

P.O. Box 1000

Bradenton, Florida 34206

Waterlife Golf & River Club, Phase I

ID #5429.0000/6 & 5460.0005/0

Grantee(s) S.S.#(s):

BK 1623 PG 4123 DKT # 1324248 1 of 3

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made and executed the 18 day of AUGUST A.D. 1999 by **BAY COLONY-GATEWAY, INC.**, a corporation existing under the laws of Delaware, and having its principal place of business at 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, hereinafter called the grantor, to **COUNTY OF MANATEE**, a political subdivision of the state of Florida, whose post office address is P.O. Box 1000, Bradenton, Florida 34206 hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Manatee County, State of Florida, viz:

See **Exhibit "A"** attached hereto.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

**IN WITNESS WHEREOF** the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

(CORPORATE SEAL)

**BAY COLONY-GATEWAY, INC.**  
Corporation

BY:

President Signature

Printed Name

ATTEST:

Secretary Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18 day of AUGUST, 1999 by STEPHEN C. PIERCE, VICE-PRESIDENT of BAY COLONY-GATEWAY, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC Signature

Printed Name

ACCEPTED IN OPEN SESSION

BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

# Right of Way Dedication

Description: (Right of Way Dedication)

DATE OF SKETCH: 6/25/99

DRAWING NAME: WLU1.DWG

A Portion of land lying in Section 19, Township 34 South, Range 19, East, Manatee County, Florida. Described as follows:

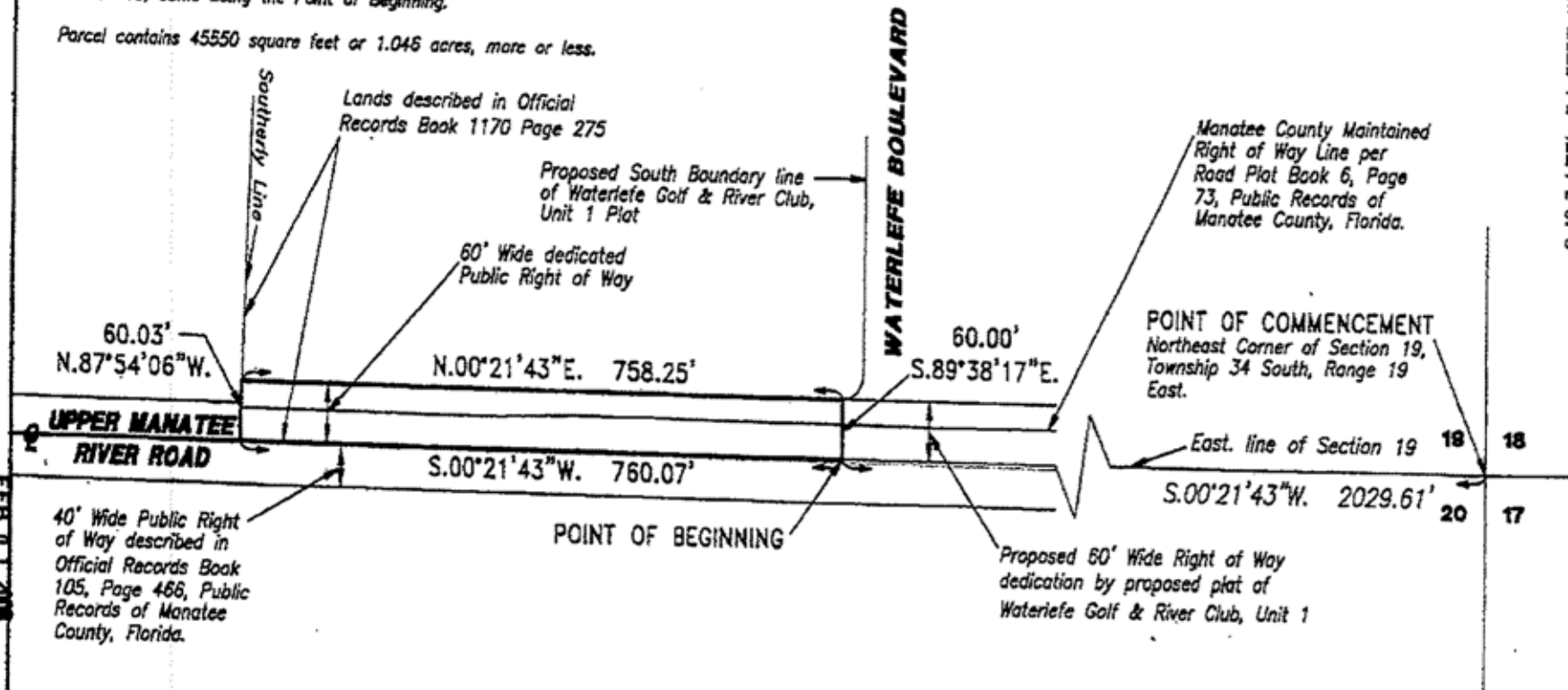
Commence at the Northeast Corner of Section 19, Township 34 South, Range 19 East, Manatee County, Florida; thence S.00°21'43"W. along the east line of said Section 19 same being the east line of lands described in Official Records Book 1170, page 275, a distance of 2029.61 feet to the POINT OF BEGINNING; thence continue along said East line of Section 19, S.00°21'43"W., a distance of 760.07 feet same being the southeast corner of said lands described in Official Records Book 1170, page 275; thence N.87°54'06"W. leaving said east line of Section 19 along the Southerly line of said lands described in Official Records Book 1170, page 275, a distance of 60.03 feet; thence N.00°21'43"E., a distance of 758.25 feet; thence S.89°38'17"E., a distance of 60.00 feet to a point on said East line of Section 19, same being the Point of Beginning.

Parcel contains 45550 square feet or 1.046 acres, more or less.

## NOTES:

1. These sketches do not represent a boundary survey. The purpose of the sketches is to graphically represent the description shown, attached here on.
2. The description shown, attached hereto, has been prepared for this sketch.
3. Bearings shown hereon refer to the East Line of Section 19, Township 34 South, Range 19 East, Being S.00°21'43"W.
4. Subject to easements and right of way of record, if any.
5. This plat has been prepared without the benefit of a Commitment for Title Insurance or a Title Policy.

SCALE: 1" = 200'



Sketch and Description  
( NOT A BOUNDARY SURVEY )



BRITT SURVEYING, INC.

# Right of Way Dedication

Description: (Right of Way Dedication)

A Portion of land lying in Government lot 4 and 5, Being in Section 17, Township 34 South, Range 19 East, Manatee County, Florida, described as follows:

DATE OF SKETCH: 6/24/99

DRAWING NAME: WLU1.DWG

SCALE: 1" = 400'

POINT OF COMMENCEMENT  
Southwest Corner of Section 17,  
Township 34 South, Range 19  
East.

Commence at the Southwest Corner of Section 17, Township 34 South, Range 19 East, Manatee County, Florida; thence S.89°30'30"E. along the South line of said Section 17, a distance of 619.44 feet to the POINT OF BEGINNING; thence N.52°16'06"E. a distance of 109.27 feet to the point of curvature of a curve to the left, having a radius of 1340.00 feet, a central angle of 31°03'47", a chord bearing of N.36°44'13"E. and a chord length of 717.62 feet; thence along the arc of said curve, an arc length of 726.48 feet to the end of said curve; thence N.19°01'10"E. a distance of 102.23 feet to a point on a curve to the left, having a radius of 1340.00 feet, a central angle of 15°19'13", a chord bearing of N.08°40'23"E. and a chord length of 380.40 feet; thence along the arc of said curve, an arc length of 381.69 feet to the point of tangency of said curve; thence N.00°30'47"E. a distance of 180.17 feet; thence N.09°37'09"E. a distance of 387.51 feet to the point of curvature of a curve to the left, having a radius of 7940.00 feet, a central angle of 03°37'42", a chord bearing of N.07°48'18"E. and a chord length of 502.72 feet; thence along the arc of said curve, an arc length of 502.80 feet to the end of said curve some being a point on the Mean High Water Line of Manatee River; thence S.16°04'58"E. along said Mean High Water Line, a distance of 44.29 feet; thence continue along said Mean High Water Line, S.24°15'38"E. a distance of 139.12 feet; thence continue along said Mean High Water Line, S.31°23'18"E. a distance of 96.29 feet; thence continue along said Mean High Water Line, S.39°52'42"E. a distance of 76.74 feet; thence continue along said Mean High Water Line, S.28°39'38"E. a distance of 150.55 feet to a point on the east line of lands described in Official Records Book 1110, Page 1180 Public Records of Manatee County, Florida; thence S.26°31'10"W. along said East line described in Official Records Book 1110, Page 1180 Public Records of Manatee County, Florida, a distance of 570.35 feet; thence continue along East line described in Official Records Book 1110, Page 1180, S.00°30'47"W. a distance of 1185.75 feet to a point on the Northerly Right of Way of Upper Manatee River Road described in Official Records Book 115, Page 280, Public Records of Manatee County, Florida; thence N.85°30'12"W. along said Northerly line described in Official Records Book 115, Page 280, Public Records of Manatee County, Florida, a distance of 183.20 feet to a point on the Northerly Right of Way line of Upper Manatee River Road described in Official Records Book 105, Page 280, Public Records of Manatee County, Florida, some being a point on a curve to the left, having a radius of 1185.91, a central angle of 15°19'53", a chord bearing of S.82°46'40"W. and a chord length of 317.33 feet; thence along the arc of said curve, an arc length of 317.33 feet to the end of said curve some being a point on the said aforementioned line of Section 17; thence N.85°30'30"W. along said South line of Section 17, a distance of 219.63 feet to the Point of Beginning.

Parcel contains 501449 square feet or 11.512 acres, more or less.

## NOTES:

- These sketches do not represent a boundary survey. The purpose of the sketches is to graphically represent the description shown, attached here on.
- The description shown, attached hereto, has been prepared for this sketch.
- Bearings shown hereon refer to the Southerly Line of Section 17, Township 34 South, Range 19 East, Being S.89°30'30"E.
- Subject to easements and right of way of record, if any.
- This plot has been prepared without the benefit of a Commitment for Title Insurance or a Title Policy.

## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	1340.00'	31°03'47"	726.48'	717.62'	N.36°44'13"E.
2	1340.00'	15°19'13"	381.69'	380.40'	N.08°40'23"E.
3	7940.00'	03°37'42"	502.80'	502.72'	N.07°48'18"E.
4	1185.91'	15°19'53"	317.33'	316.36'	S.82°46'40"W.

Government lot 4

Mean High Water Line  
Elevation = 1.24 feet (M.G.V.D.)  
as located on February 5, 1998  
(M.H.W.S. File #1836)

Sketch and Description  
(NOT A BOUNDARY SURVEY)

BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

FEB 01 2000

GOVERNMENT LOT 5  
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL  
ON 10/17/99 FILED AND RECORDED 2/5/00 8:32:07 AM 5 of 3



BRITT SURVEYING, INC.

EXHIBIT "A" (Page 2 of 2)

K/W Dedication ORB 1623 Pg 4123  
HOA DOCS. ORB 1623 Pgs 4140  
153 pages



Kinsley-Horn  
and Associates, Inc.

PLANNING  
APR 06 2000  
DEPARTMENT

April 5, 2000

Mr.  
Suite 100  
8596 Potter Park Drive  
Sarasota, Florida  
34238

Mr. Norm Luppino  
Manatee County Planning Department  
1112 Manatee Avenue West, 4th Floor  
Bradenton, Florida 34206

Re: Waterlefe Golf and River Club

Our Ref: 048117007

Dear Mr. Luppino:

We are writing in response to your letter dated March 8, 2000, in which additional information was requested on the above referenced project. Our response is as follows:

**LUPPINO**

1. Please identify on the cover sheet what is being proposed with the request. Each use needs to be quantified.

Included in this Final Site Plan are: the River Club Building, the Permanent Golf Club Building, and 59 Boat Slips.

2. Parking calculations need corrections. Private community uses are required to provide one (1) space per three (3) seats or one (1) space per 250 square feet, whichever is greater. Both the River Club and Golf Club need to reflect this. The marina parking indicates 73 slips, although the marina that is part of this request was approved for a maximum of 59 slips. The footnote which references parking at the internal marina needs to be removed since it is not built and is not part of this request. Does the proposed parking spaces include the golf cart spaces.

Parking calculations are shown on SHEET 1 of the Final Site Plan. Please note that 28 spaces are cart spaces. We have restated the marina as the 59 slips included with this Final Site Plan.

3. The Final Site Plan sheets need to provide more details. How high are the buildings and structures? What are their areas and dimensions? What are their setbacks?

This information is shown in the BUILDING NOTES on the Title Sheet.

TEL: 941 322 2127  
FAX: 941 322 2351



Kimley-Horn  
and Associates, Inc.

14. Pursuant to Planning Condition 3 for the Final Site Plan approval for the temporary pro shop, an amended Final Site Plan for the overall development shall be resubmitted and approved prior to any further site plan approvals for the project. The amended site plan shall reflect the phasing reflected with that approval.

Acknowledged.

#### BRANNING/MAYER

1. The sewer main crossing the parking lot of the clubhouse will be privately maintained. All sewer manholes and service clean-out elevations must be set at least 4" above the 100-year flood plain.

Comment noted.

#### EARTLHEY/ANDRUZZI

1. No garbage service, either commercial cans or dumpster with details, shown on plan. See County Ordinance 85-11 and L.D.C. #728.

The dumpster screening appeared on the previously submitted set of plans. It is also shown on the enclosed plans on SHEET 4.

#### JONES

1. 84 feet of the right-of-way (42 feet half) is required per Ordinance 99-24 of the L.D.C. for Upper Manatee River Road. Portions of the right-of-way are deeded at 40 feet half with the remainder being maintained at varying distances. There are also plans by the State to extend the road north across the river and tie into Fort Hamer Road. This should be checked into at this time.

At this time 60 feet of right-of-way has been dedicated for Upper Manatee River Road. The Upper Manatee River Road right-of-way to cross the river to tie into Fort Hamer Road, has been dedicated per the rezoning stipulations.

#### O'SHEA

1. Decrease the impervious area in the park site.

The sidewalks in the park area have been decreased to from 8 feet to 5 feet in width. The sidewalk alignment has been reconfigured to keep the wetland buffer areas free of sidewalks.

2. Explain why only .48 acres of permanent wetland buffer impact is shown.

The southern boundary of the park site, up to part way around the tip of the point were permitted with the Phase 1 Final Site Plan. The .48 acres of Permanent Wetland Buffer Impact includes the remainder of the buffer area in the point (.43